

## **The complaint**

Miss M has complained about the way EE Limited treated her when she took out a fixed sum loan agreement with it to buy a new device.

## **What happened**

The circumstances of the complaint are well known to the parties so I won't go over everything again in detail. But, to summarise, in October 2024 Miss M decided to buy a new device under a credit agreement with EE. Miss M said as part of the deal EE allowed her to trade in her old device to offset an early upgrade fee. Miss M said she posted the old device back at the Post Office but her partner threw away the tracking receipt.

EE said it couldn't find record of the trade-in device being sent back. Miss M provided EE with information such as the IMEI number and complained EE was going to add around £500 to her account in relation to the trade-in value. EE considered the complaint and said it offered a 25% adjustment to the non-trade charge, but it couldn't uphold the complaint because it hadn't received the trade-in device.

Miss M decided to refer her complaint to the Financial Ombudsman. She said she posted the device back and EE isn't explaining why it can't trace it using the IMEI number or details of when it was scanned in at the returns centre.

One of our investigators looked into things but didn't uphold the complaint because she didn't think EE had acted unfairly based on the evidence presented.

Miss M didn't agree. She said she'd provided details of the packaging she'd sent the device back in along with the IMEI number. As things weren't resolved, the complaint has been passed to me to decide.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to resolve complaints quickly and with minimum formality. I want to assure Miss M and EE that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Miss M bought her new device using a fixed sum loan agreement, and our service is able to deal with complaints relating to these sorts of agreements. Miss M is saying something went wrong with the overall deal she'd made when buying the new device because EE is not giving her the trade-in value for the old device she says she sent back.

I'm sorry to hear Miss M is unhappy EE has said it doesn't have record of receiving her old device through its trade-in process. I appreciate it has a significant value. However, based on what I've seen, I don't find I have the grounds to direct EE to take any action.

Like our investigator pointed out, I'm conscious the trade-in booklet Miss M was given said *Please remember that you are responsible for sending devices and no liability can be accepted for devices that are damaged in transit or do not arrive*. It also has a table that sets out for the pre-paid envelope that was free to use there was no compensation service, but a special delivery, which was recommended although came with a cost, allowed for up to £500 compensation. The online trade-in terms also set out that by sending the device the customer releases EE from all claims or losses in respect of the product. I understand Miss M decided to not use the special delivery process.

Based on the evidence presented, I don't know exactly what happened to the device. But, on balance, I don't think I've seen enough to conclude EE received it back. There's insufficient evidence, and it's unfortunate Miss M hasn't been able to retrieve the tracking information. Bearing in mind the trade-in information Miss M was given, I don't think there's grounds to say EE acted unfairly by not continuing to offer the trade-in value that was agreed as part of the deal when Miss M entered into the new fixed sum loan agreement.

One of our investigators also followed up with EE to ask what happened with the IMEI details Miss M was able to supply. It explained its agents would have carried out a check but couldn't locate the device using the IMEI details that were linked to the package either.

Taking everything into account, while I'm sorry to hear Miss M is not receiving the financial value of the trade-in device she said she sent back, I've not seen enough to determine EE has acted unfairly or that it needs to take any action. So I'm not making any directions. Miss M is free to pursue the complaint by other means, such as through the courts. Or she may wish to see if EE is still willing to reduce the non-trade charge.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 12 November 2025.

Simon Wingfield

**Ombudsman**